

MAYER, BROWN & PLATT

231 SOUTH LASALLE STREET

CHICAGO, ILLINOIS 60604

TELEX 253760 CABLE LEMAY

312-782-0600

No. O-277A019

Date OCT 3 1980

Fee \$ 40.00

ICC Washington, D. C.

Mrs. Mildred Lee
Recordation Clerk
Room 2303
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mrs. Lee:

Enclosed please find:

1. The original and two certified true copies of a Third Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated May 2, 1979, from Nord Kaolin Company ("Nord") to Continental Illinois National Bank and Trust Company of Chicago (the "Bank");
2. The original and two certified true copies of a Fourth Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated September 6, 1979, from Nord to the Bank;
3. Three original copies of a Fifth Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated May 7, 1980, from Nord to the Bank;
4. Three original copies of a Sixth Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated September 9, 1980, from Nord to the Bank.

It would be appreciated if these documents could be recorded as supplements to the original Deed to Secure Debt, Security Agreement and Assignment, dated December 15, 1977, which was recorded by your office on November 13, 1978 as recordation no. 9830 (the First Supplemental Deed and Second Supplemental Deed were recorded on the same date as nos. 9830-A and 9830-B) to show that the Bank has a security interest in certain railroad tank car leases.

RECORDATION NO. 9830 - C
Filed 1426

OCT 3 1980 -12 15 PM

INTERSTATE COMMERCE COMMISSION

888 SEVENTEENTH STREET, N. W.
WASHINGTON, D. C. 20006
202-785-4443
277 PARK AVENUE
NEW YORK, NEW YORK 10017
212-935-7110
162 QUEEN VICTORIA STREET
LONDON EC4V 4BS, ENGLAND
01-248-1465

RECORDATION NO. 9830 - F
Filed 1426

OCT 3 1980 -12 15 PM

INTERSTATE COMMERCE COMMISSION

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Filed 1426

OCT 3 1980 -12 15 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9830 - F
Filed 1426

OCT 3 1980 -12 15 PM

INTERSTATE COMMERCE COMMISSION

Mrs. Mildred Lee

-2-

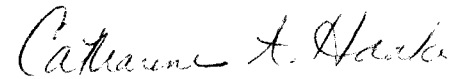
October 1, 1980

After recording please return to me two copies of each supplement, showing on each the file number and date of recording.

Enclosed is our check in the amount of \$40.00 to cover the recording fee.

Please call me if you have any questions regarding this filing.

Sincerely,

A handwritten signature in cursive script, reading "Catherine A. Haake".

Catherine A. Haake

CAH/nm

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

10/8/80

OFFICE OF THE SECRETARY

**Catherine A. Haake
Mayer, Brown & Platt
231 South LaSalle Street
Chicago, Illinois 60604**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **10/3/80** at **12:15pm**, and assigned re-
recording number(s). **9830-C, 9830-D, 9830-E & 9830-F**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

CERTIFICATE

RECORDATION NO. 9830-C Filed 1425

OCT 3 1980 -12 15 PM

INTERSTATE COMMERCE COMMISSION

STATE OF ILLINOIS)
COUNTY OF COOK)

I, Sharon L. Steffen, a Notary Public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, hereby certify that, on this first day of October, 1980:

1) I have personally examined the original executed copy of the foregoing instrument and the signatures inscribed there on.

2) The foregoing instrument is a true and complete composite conformed copy of the original executed counterpart.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal in the City of Chicago, County of Cook, State of Illinois, this first day of October, 1980

Sharon L. Steffen
Notary Public of Illinois

[SEAL]

My Commission Expires:
My Commission Expires December 10, 1983

THIRD SUPPLEMENTAL DEED TO SECURE DEBT,
SECURITY AGREEMENT AND ASSIGNMENT

THIS THIRD SUPPLEMENTAL DEED TO SECURE DEBT, SECURITY AGREEMENT AND ASSIGNMENT, dated as of May 2, 1979, is from NORD KAOLIN COMPANY, a Georgia limited partnership (herein called the "Grantor"), to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (herein called the "Bank").

W I T N E S S E T H:

WHEREAS, the Grantor has heretofore executed and delivered to the Bank that certain Deed to Secure Debt, Security Agreement and Assignment, dated as of December 15, 1977 (herein called the "Original Deed"), in order to secure the payment of indebtedness owed or to be owing to the Bank pursuant to the terms of a Loan Agreement, dated December 15, 1977, as heretofore amended (herein called the "Loan Agreement"), between the Grantor and the Bank, including indebtedness evidenced by a promissory note (herein called the "Original Note"), dated December 23, 1977, in the principal amount of \$3,000,000, payable to the Bank, or its order, in 22 equal quarterly installments commencing July 31, 1979 and continuing through and including October 31, 1984; and

WHEREAS, the Original Deed is recorded in the records of the Clerk's Office, Superior Court, Twiggs County, Georgia, in Book 92, Folio 285, and in the records of the Clerk's Office, Superior Court, Wilkinson County, Georgia, in Book 145, Folio 307; and

WHEREAS, the Original Deed has been amended by a First Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated April 1, 1978 (the Original Deed, as amended by the First Supplemental Deed to Secure Debt, Security Agreement and Assignment, is herein called the "Amended Original Deed") to

include as Indebtedness (as that term is defined in the Amended Original Deed) all obligations incurred by the Grantor in connection with certain letters of credit in the aggregate amount of \$250,000 opened by the Bank for the account of the Grantor; and

WHEREAS, the First Supplemental Deed to Secure Debt, Security Agreement and Assignment is recorded in the records of the Clerk's Office, Superior Court, Twiggs County, Georgia, in Book 92, Folio 688-690; and

WHEREAS, pursuant to the terms of a First Amendment to Loan Agreement, dated October 5, 1978 (herein called the "First Amendment"), the Grantor has executed and delivered to the Bank a new promissory note (herein called the "First New Promissory Note"), dated October 6, 1978, in the principal amount of \$3,600,000, payable to the Bank, or its order, in 22 equal quarterly installments commencing July 31, 1979 and continuing through and including October 31, 1984, said First New Promissory Note being, to the extent of \$3,000,000, in extension and renewal of the Original Note, and to the extent of \$600,000, being evidence of additional loans from the Bank to the Grantor; and

WHEREAS, the Amended Original Deed has been amended by a Second Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated October 6, 1978 (the Amended Original Deed, as amended by the Second Supplemental Deed to Secure Debt, Security Agreement and Assignment, is herein called the "Deed"), to include in the Indebtedness (as that term is defined in the Deed) the First New Promissory Note, and so as to supplement the Amended Original Deed by the inclusion in the Subject Property (as that term is defined in the Deed) of certain mineral and tank car leases; and

WHEREAS, the Second Supplemental Deed to Secure Debt, Security Agreement and Assignment is recorded in the records of the Clerk's Office, Superior Court, Twiggs County, Georgia, in Book 93, Folio 662-679; and

WHEREAS, pursuant to the terms of a Second Amendment to Loan Agreement dated May 2, 1979 (herein called the "Second Amendment"), the Grantor has executed and delivered to the Bank a new promissory note (herein called the "Second New Promissory Note"), dated May 2, 1979, in the principal amount of \$4,300,000, payable to the Bank, or its order, in 22 equal quarterly installments commencing October 31, 1979 and continuing through and including January 31, 1985, said Second New Promissory Note being, to the extent of \$3,600,000, in extension and renewal of the First New Promissory Note, and to the extent of \$700,000, being evidence of additional loans from the Bank to the Grantor; and

WHEREAS, the Grantor desires to amend the Deed so as to include the Second New Promissory Note in the Indebtedness (as defined in the Deed) and so as to supplement the Deed by the inclusion in the Subject Property (as defined in the Deed) of certain mineral leases;

NOW, THEREFORE, in consideration of the premises and of the debts and trusts mentioned above and the agreements herein contained and other good and valuable considerations, the Grantor agrees as follows:

1. INCLUSION OF SECOND NEW PROMISSORY NOTE IN INDEBTEDNESS.

The Second New Promissory Note and all other obligations of the Grantor under the Loan Agreement, as successively amended by the First Amendment and the Second Amendment are hereby made a part of the Indebtedness (as defined in the Deed), and the term

"Indebtedness" shall, when used herein or in the Deed, be deemed to include the Second New Promissory Note and all other obligations of the Grantor under the Loan Agreement, as successively amended by the First Amendment and the Second Amendment.

2. REAFFIRMANCE OF THE DEED AND CONVEYANCE OF
ADDITIONAL PROPERTY AS SECURITY FOR INDEBTEDNESS.

To secure the Indebtedness the Grantor has bargained, transferred, assigned, granted, conveyed, sold and granted a security interest, and by these presents does bargain, transfer, assign, grant, convey, sell and grant a security interest unto the Bank, all the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to:

(a) the lands described in Attachment 1 hereto, and the leases and the fee, mineral, overriding royalty, royalty and other interests specifically described in Attachment 1 hereto,

(b) the kaolin and other minerals which are in, under, upon, produced or to be produced from the lands described in Attachment 1 hereto,

together with any and all corrections or amendments to, or renewals, extensions or ratifications of, any of the same, or of any instruments relating thereto, and all rights-of-way, franchises, easements, tenements, hereditaments and appurtenances now existing or in the future obtained in connection with any of the aforesaid, and all other things of value and incident thereto which the Grantor might at any time have or be entitled to.

The property, rights and interests covered hereby (and which are hereby added to the Subject Property, as defined in the Deed) are hereinafter collectively called the "Supplemental Subject

Property", and the term "Subject Property" when used in the Deed shall be deemed to include the Supplemental Subject Property. Attachment 1 hereto shall be made a part of Exhibit A to the Deed, and each reference to "Exhibit A" in the Deed shall be deemed to include reference to Attachment 1 hereto.

Subject, however, to the condition that the Bank shall not be liable in any respect for the performance of any covenant or obligation of the Grantor in respect of the Supplemental Subject Property.

TO HAVE AND TO HOLD the Supplemental Subject Property to the only proper use, benefit and behalf of the Bank, forever, in fee simple.

As further security for the payment of the Indebtedness (whether heretofore or hereafter incurred), the Grantor hereby bargains, transfers, assigns, grants, conveys and sells unto the Bank, effective as of the date hereof, all kaolin and other minerals which are thereafter produced from and which accrue to the Supplemental Subject Property, and all proceeds therefrom. All parties producing, purchasing or receiving any such kaolin or other minerals, or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Bank by virtue of the provisions hereof, are authorized and directed to treat and regard the Bank as the assignee and transferee of the Grantor and entitled in the Grantor's place and stead to receive such kaolin and other minerals and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Bank, and shall be under no obligation to see to the application by the Bank of any such proceeds or payments received by it.

3. WARRANTIES.

The warranties contained in the Deed shall apply to the Supplemental Subject Property to the same extent and with the same force and effect as if the Supplemental Subject Property had been specifically described and referred to in the Deed.

4. MISCELLANEOUS.

(a) This Third Supplemental Deed to Secure Debt, Security Agreement and Assignment shall be considered as an amendment and supplement to the Deed and, except as herein expressly supplemented and amended, the Deed is hereby ratified, approved and confirmed in every respect.

(b) This instrument may be executed in any number of counterparts, each of which shall be deemed an original and all of which are identical, except that in the case of a certain counterpart which is to be recorded in Wilkinson County, Georgia, and in order to place on record in that County the First Supplemental Deed to Secure Debt, Security Agreement and Assignment and the Second Supplemental Deed to Secure Debt, Security Agreement and Assignment, there are attached to the counterpart to be recorded in Wilkinson County, Georgia conformed copies of the First Supplemental Deed to Secure Debt, Security Agreement and Assignment and the Second Supplemental Deed to Secure Debt, Security Agreement and Assignment whose contents are for all purposes relating to such recordation, further restated, ratified and confirmed.

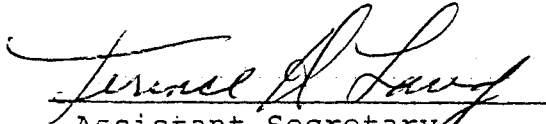
(c) This conveyance is intended (i) to constitute a security agreement under the Uniform Commercial Code of Georgia and (ii) to operate as and to be construed as a deed passing the title to the Supplemental Subject Property to the Bank and is made under those provisions of the existing laws of the State of Georgia relating to Deeds to Secure Debt, and not as a mortgage, and is given to secure the Indebtedness (as defined in the Deed)

and the performance by the Grantor of its obligations herein
and in the Loan Agreement contained.

IN WITNESS WHEREOF, the Grantor has caused this instrument
to be executed as of the day and year first above written.

NORD KAOLIN COMPANY

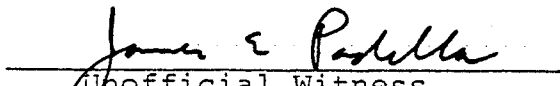
ATTEST:


Assistant Secretary

By NORD KAOLIN CORPORATION,
General Partner

By 
Executive Vice President

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Unofficial Witness


Notary Public

My Commission Expires: December 5, 1979

The address of the Grantor is:

Nord Kaolin Company
Jeffersonville, Georgia 30144

The address of the Bank is:

Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60693
Attention: Mining Division

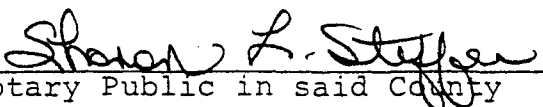
This Instrument Was Prepared By:

James E. Padilla
231 South LaSalle Street
Chicago, Illinois 60604

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Sharon L. Steffen, a Notary Public residing in the the County and State aforesaid, do hereby certify that RICHARD L. STEINBERGER, who is personally to me known and known to me to be an Executive Vice President of Nord Kaolin Corporation, a Georgia corporation and the general partner of Nord Kaolin Company, a limited partnership, this day appeared before me personally and did acknowledge that he did sign, seal and deliver the foregoing instrument of his own free will and accord on behalf of said corporation as general partner of Nord Kaolin Company for the purposes therein named and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 2nd day of May, 1979.



Notary Public in said County
and State

My Commission Expires: December 5, 1979

ATTACHMENT 1

The leasehold estate created by mineral lease from Margaret Williams and Leila W. Kea to Fountain Kaolin Company, dated December 1, 1978, memorandum of said mineral lease being recorded in Deed Book 148, Page 657-8 of Clerk's Office of Superior Court of Wilkinson County, Georgia, said mineral lease having been assigned by Fountain Kaolin Company to Nord Kaolin Company by Assignment of Lease, dated March 1, 1979, which Assignment of Lease is recorded in Deed Book ____, Page ____ of Clerk's Office of Superior Court of Wilkinson County, Georgia, in and to

TRACT NO. 1: All that tract or parcel of land situate, lying and being in the 327th (Irwinton) G.M. District and the Fourth Land District of Wilkinson County, Georgia, containing three hundred (300) acres, more or less, and being a part of the "Green Burney Lands." Said land being now or formerly bounded as follows: Northwest by lands of C.C. Vinson and lands of O.L. Pate Heirs; East by the run of Cow Pen Creek; South by the right-of-way of Asbury Church Road; and West by the right-of-way of White Springs Church Road. Said land being a part of the identical property conveyed from Mrs. P. C. (Thomasine) Williams to Mrs. Leila Williams Kea and Mrs. Margaret Williams, by deed of record in Book 103, Page 249, in the Office of the Clerk of the Superior Court in Wilkinson County, Georgia.

TRACT NO. 2: All that tract or parcel of land situate, lying and being in the 327th (Irwinton) G.M. District and the Fourth Land District of Wilkinson County, Georgia, containing forty-four (44) acres, more or less, and being commonly known as a part of the "Old Holliman Place". Said lands being now or formerly bounded as follows: North by lands of B. F. Pate; East by lands of J. J. Shepherd; South by lands of Mrs. P. C. Williams; and West by lands of B. F. Pate. Said lands being a part of the identical property conveyed from Mrs. P. C. (Thomasine) Williams to Mrs. Leila Williams Kea and Mrs. Margaret Williams by deed of record in Book 103, Page 249, in the Office of the Clerk of the Superior Court of Wilkinson County, Georgia.

EXCEPTED from the foregoing, are those certain two six (6) acre tracts of land, each improved with a dwelling house, one tract presently occupied by Margaret Williams, and the other parcel presently occupied by Leila W. Kea.